	Original.	Print.
Judgment	87	38
Petition for writ of error and consent thereto	89	39
Bond for writ of error	91	39
Clerk's certificate to transcript	93	40
Writ of error	94	40
Citation	95	41

United States of America, Eastern District of the State of Louisiana.

MARIA ANTONIO FLETCHER et al.
vs.
RENE ARNOUS.

Pleas and proceedings before the honorable the circuit court of the United States, in and for the fifth judicial circuit and eastern district of Louisiana, at the April term, 1857, of the said court, held at the city of New Orleans on the 9th day of May, 1857.

Be it remembered that heretofore, to wit, on the eleventh day of March, 1857, came Maria Antonio Fletcher et al., by their attorney, Franklin Perin, esq., into the clerk's office of the said court, and filed a petition in words and figures as follows, to wit:

Petition.—Filed 11th M'ch, 1857.

To the Honorable the Circuit Court of the United States, for the fifth circuit and eastern district of Louisiana:

The petition of Maria Antonio Fletcher, Thomas Corral Dones, of Felicite Fletcher, Castro Fernandez and his wife, Javiera Cuesta, José Desedario, Herrera and his wife, Felicite Cuesta, and Augustin Cuesta, all aliens, the said Maria being a subject of the Queen of Spain, residing at Cadiz, and the other petitioners being citizens of the republic of Mexico, residing therein; the said Augustin Javiera and Felicite Cuesta being the forced heirs and legal representatives of Adelayde Fletcher, deceased, respectfully shows: That James Fletcher, late of the city of New Orleans, on the 13th day of March, 1802, being of sound mind, made his last will and testament in due form, by which he bequeathed to your petitioner, Maria, and to her two sisters, the said Adelayde and Felicite, (the natural children of the said Fletcher,) and to their mother, Catherine Hepp, to share and share alike, among others, the following described property, of which he was then and at his death lawfully possessed as owner, to wit: a certain tract or parcel of land situated in the parish of Iberville, on the left bank of the Mississippi river, having four arpents front on said river by forty arpents in depth; bounded on the upper side by lands belonging in 1800 to Paul Chiasson, and on the lower side by the balance of a tract of seven arpents twenty-five toises front, by forty in depth, which was purchased by said Fletcher from Don Nicholas de Verbois on the 11th of May, 1798, by notarial act, a copy of which is hereto annexed and made part of this petition, marked Exhibit A. That the said Fletcher *did* on the 3d of June, 1804, without re-

voking the said will; and in 1805 it was duly probated, and its execution ordered by the court of probates in the city of New Orleans.

That the said Adelayde and Felicite Fletcher were born on the 13th day of March, 1797, and the said Maria on the 17th of July, 1802, and in 1807 were taken by their said mother to Vera Cruz, and that they have ever since resided out of Louisiana.

That on the 23d of June, 1806, they were unlawfully and fraudulently divested of the possession of their portion (being three undivided fourth parts) of said lands, and have remained so divested ever since by persons without any titles to their said portion, and with full knowledge and notice of the rights and claims of the said Adelayde and Felicite, and of your petitioners.

Petitioners further aver, that suits on the part of the said Adelayde and Felicite, and of your petitioners, have been pending against the possessors and pretended claimants of said tract of land, from the 1st day of April, 1824, till the 2d of March, 1857, without any decisions on the title.

That Réné Arnous, a citizen of the State of Louisiana, residing in said district, is now in the possession of the said tract of four arpents front (with the improvements thereon,) by forty in depth, and that he has occupied and possessed said tract of land in bad faith, without title, and well knowing all the facts herein above set forth and charged, since the 31st of December, 1829, having received from the date last aforesaid the revenues of the said tract of land to the amount and value of sixteen hundred dollars per annum.

That petitioners have made frequent demands of said defendant to deliver up the said land, and to pay over the revenues he has received, as above stated, but the said defendant refuses to comply with said demands; wherefore petitioners pray that the said defendant may be cited to appear and answer this petition, and after due proceedings he may be condemned to deliver up to petitioners the said tract of land of four arpents front, by forty in depth, with the improvements thereon, and your petitioners declared to be the owners thereof; that there be a partition of the said tract of land between your petitioners and the said defendant, and that said defendant be further condemned to pay petitioners the said sum of sixteen hundred dollars per annum since said 31st of December, 1829, for costs of suit and for general relief; and they will ever pray, &c.

SMILEY & PERIN,
For Pl'ffs.

Sale from N. Verbois to James Fletcher, filed with Petition.

Hypothecary Sale.

Cancelled the obligation and mortgage entered into before me this 18th June, 1801.

In faith whereof—

PEDESCLAUX,
Not. Pub.

A true copy.
(Signed) L. T. CAIRE,
Not. Pub.

Know all men by these presents, that I, Don Nicholas de Verbois, belonging to the army, and captain of militia, do sell really and with full effect to Don Santiago Fletcher, of this neighborhood and trade, a plantation belonging to me, and situated in the district of Iberville, at about thirty leagues above this city, and on the same side of the river, and about thirty arpents below St. Gabriel's church, comprising seven arpents and twenty-five toises front, by the usual depth of forty arpents on parallel lines, bounded on one side by the plantation of Paul Chiasson, and below by that of Victor Blanchard, on which plantation there stands a house fifty-five feet long, by thirty-four wide, a barn forty feet long, by forty-one wide, a shed without its roof for the preparation of indigo, with pumps, three pair of cisterns, and materials for building, with a pump, several cabins for negroes, fences, &c., which plantation belongs to me; for having purchased six arpents and ten toises from Don Anselmo Blanchard by written act, passed before Don Louis Zudice, commandant of Lafourche, in the year one thousand seven hundred and eighty-one, and the remaining arpent and a half from Don Victor Blanchard, in ninety-two or ninety-three, before Don Fran'co Rivas, commandant of the Manchac post; and I do sell it to the above named, with all its inlets and outlets, uses, customs, and servitudes, free from all encumbrance or mortgage, as now certifies the present notary, recorder of the same, for the price of two thousand dollars of Mexican coin, and none other, payable as follows: Four hundred dollars, which I have received as cash in caoba wood, and the sixteen hundred dollars balance in an obligation at term given in favor of the buyer by Don Yosef Piernas and Dona Adelaida Leconte, his wife, to the amount of two thousand dollars, which obligation was entered into before Don Carlos Ximens, and passed on the twelfth of May of last year, 1796, and as soon as I shall have received the amount of the same I will return to the purchaser the four hundred dollars surplus above the sixteen hundred; and if it should happen that within three years from the date of this act said payment could not be effected, he will have to pay me the sixteen hundred dollars without further delay, and without being sued for the same; and in consideration whereof, I do part with and renounce the right of property, possession, dominion utile and *seigneurial* rights which I had to and over said plantation; and I do cede, renounce, and transfer it to the said purchaser, or any one in his

right, so that he may dispose of the same as his own; possess, sell, or transfer the same at his will, by virtue of this act, which I pass in his favor as a sign of real transfer, which will suffice to establish his right of possession without any other proof, with which I dispense him, and I oblige myself to the eviction, security, and perfection of this sale in all form of law, and pledge my property, and to that effect insert herein the clause of guarantee, and renounce all laws in my favor, together with the general rule which prohibits it; and being present when this act is passed, I, Don Santiago Fletcher, do accept it in my favor, receiving as purchased the said plantation, measuring the quantity which is sold to me, and I take it as sold according to my own will and give formal receipt therefor. And I do further cede and transfer unto the aforesaid Don Nicholas de Verbois the above described obligation of Don Yosef Piernas, and his wife, Donna Adelaide Leconte; and in case that at the expiration of three years mentioned, said obligation should not be complied with, I bind myself to pay to the seller the sixteen hundred dollars which I remain indebted to him for the final payment of said plantation.

For the performance whereof I bind my person and property to be had, and specially and without that this special obligation should derogate to the special mortgage, with the clause de non alienando of said plantation, which I promise not to sell or alien in any manner until the real and effective payment of the said sixteen hundred dollars. In testimony whereof, this act is passed in the city of New Orleans, on the eleventh day of May, one thousand seven hundred and ninety-eight, and the parties thereto, which I, the notary, acknowledge as having passed the same.

Witnesses, Don Santiago Lemaire, Don Ferdinando Percy, and Don Celestin Lavergue, neighbors present.

NOTA.—After this act was passed the seller declared that he bound himself to give the buyer the titles of property to said plantation within a month from the date of these presents. Passed ut supra in presence of the same witnesses.

SANTIAGO FLETCHER,
NICHOLAS DE VERBOIS.

Before me.

PEDRO PEDESCLAUX, *Not. Pub.*

A true copy from the original on file in my office for recourse.
New Orleans, 5th January, 1846, &c.

(Signed) LOUIS T. CAIRE, *Not. Pub.*

Sale from Gilbert Leonard to Jas. Fletcher.

Hypothecary Sale.

Cancelled the obligation and mortgage executed before me this day.

New Orleans, 24th Nov., 1801.

PEDESCLAUX, *Not.*

A true copy.

LOUIS T. CAIRE.

Know ye that I, Dr. Gilbert Leonard, treasurer of the army, with the functions of comptroller per interim of real hacienda of this province of Louisiana, holding full and general power of attorney from Dr. José Vasquez Vohamonde, captain of the army, in retreat and residing in the post of Baton Rouge, and by virtue of his letter dated fourteenth of August of the present year, declare that I sell really to Dr. Santiago Fletcher, inhabitant of and trader in this city, to wit: a plantation six arpents and eleven toises front, by forty arpents in depth, situated in the district of Iberville, and on the left bank of the river Mississippi, bounded on superior side by the lands of Estevan Cornan, and on the inferior side by those of Pablo Chiason, which he had from Firmin Blanchard and Magdalena Brarot, legitimate husband and wife, by written act passed before the commandant of said post, dated tenth of March, seventeen hundred and ninety-two, which title I deliver to the purchaser; and also I sell to the same two arpents and a half front, by forty deep, of cypress and oak, without the land whereupon said timber stands, which were sold by said Blanchard on the day, month, and year aforesaid, 'ninety-two, with such timber as may be cut, which cypress land is bounded on one side by the lands of the parish in said district; and I also sell to the same two timber carts, two carts, a pair of oxen, and a parcel of fencing-rails, which lay in front of said plantation; and I also sell to the same from three to three and a half arpents front by forty in depth of lands situated at the point below the plantation of Dr. Francisco Rivas in said district, which were given to him for having made the levee and road, and I sell the whole, with the buildings thereon, in such state as they may be found, with the inlets and outlets, uses, and customs, rights and servitudes, free of any mortgage, as now certifies the present notary, recorder of the same, for the price of one thousand dollars of Mexican coin, which must be paid at the end of four years from the date of the present, payable two hundred and five dollars of the same during each year; and in consideration of the above, I do part, in the name of my principal, with the right of property, possession, dominium utile, and all such actions, real or personal, as against such plantation, cypress land, buildings, &c., he had or might have, which I cede and

right, so that he may dispose of the same as his own; possess, sell, or transfer the same at his will, by virtue of this act, which I pass in his favor as a sign of real transfer, which will suffice to establish his right of possession without any other proof, with which I dispense him, and I oblige myself to the eviction, security, and perfection of this sale in all form of law, and pledge my property, and to that effect insert herein the clause of guarantee, and renounce all laws in my favor, together with the general rule which prohibits it; and being present when this act is passed, I, Don Santiago Fletcher, do accept it in my favor, receiving as purchased the said plantation, measuring the quantity which is sold to me, and I take it as sold according to my own will and give formal receipt therefor. And I do further cede and transfer unto the aforesaid Don Nicholas de Verbois the above described obligation of Don Yosef Piernas, and his wife, Donna Adelaide Leconte; and in case that at the expiration of three years mentioned, said obligation should not be complied with, I bind myself to pay to the seller the sixteen hundred dollars which I remain indebted to him for the final payment of said plantation.

For the performance whereof I bind my person and property to be had, and specially and without that this special obligation should derogate to the special mortgage, with the clause de non alienando of said plantation, which I promise not to sell or alien in any manner until the real and effective payment of the said sixteen hundred dollars. In testimony whereof, this act is passed in the city of New Orleans, on the eleventh day of May, one thousand seven hundred and ninety-eight, and the parties thereto, which I, the notary, acknowledge as having passed the same.

Witnesses, Don Santiago Lemaire, Don Ferdinando Percy, and Don Celestin Lavergue, neighbors present.

NOTA.—After this act was passed the seller declared that he bound himself to give the buyer the titles of property to said plantation within a month from the date of these presents. Passed ut supra in presence of the same witnesses.

SANTIAGO FLETCHER,
NICHOLAS DE VERBOIS.

Before me.

PEDRO PEDESCLAUX, *Not. Pub.*

A true copy from the original on file in my office for recourse.
New Orleans, 5th January, 1846, &c.

(Signed) LOUIS T. CAIRE, *Not. Pub.*

Sale from Gilbert Leonard to Jas. Fletcher.

Hypothecary Sale.

Cancelled the obligation and mortgage executed before me this day.

New Orleans, 24th Nov., 1801.

PEDESCLAUX, *Not.*

A true copy.

LOUIS T. CAIRE.

Know ye that I, Dr. Gilbert Leonard, treasurer of the army, with the functions of comptroller per interim of real hacienda of this province of Louisiana, holding full and general power of attorney from Dr. José Vasquez Vohamonde, captain of the army, in retreat and residing in the post of Baton Rouge, and by virtue of his letter dated fourteenth of August of the present year, declare that I sell really to Dr. Santiago Fletcher, inhabitant of and trader in this city, to wit: a plantation six arpents and eleven toises front, by forty arpents in depth, situated in the district of Iberville, and on the left bank of the river Mississippi, bounded on superior side by the lands of Estevan Cornan, and on the inferior side by those of Pablo Chiason, which he had from Firmin Blanchard and Magdalena Brarot, legitimate husband and wife, by written act passed before the commandant of said post, dated tenth of March, seventeen hundred and ninety-two, which title I deliver to the purchaser; and also I sell to the same two arpents and a half front, by forty deep, of cypress and oak, without the land whereupon said timber stands, which were sold by said Blanchard on the day, month, and year aforesaid, 'ninety-two, with such timber as may be cut, which cypress land is bounded on one side by the lands of the parish in said district; and I also sell to the same two timber carts, two carts, a pair of oxen, and a parcel of fencing-rails, which lay in front of said plantation; and I also sell to the same from three to three and a half arpents front by forty in depth of lands situated at the point below the plantation of Dr. Francisco Rivas in said district, which were given to him for having made the levee and road, and I sell the whole, with the buildings thereon, in such state as they may be found, with the inlets and outlets, uses, and customs, rights and servitudes, free of any mortgage, as now certifies the present notary, recorder of the same, for the price of one thousand dollars of Mexican coin, which must be paid at the end of four years from the date of the present, payable two hundred and five dollars of the same during each year; and in consideration of the above, I do part, in the name of my principal, with the right of property, possession, dominium utile, and all such actions, real or personal, as against such plantation, cypress land, buildings, &c., he had or might have, which I cede and

transfer unto the purchaser, for him, to have and hold the same, or dispose of it, at his will, by virtue of this act, which I grant in sign of real transfer, and the purchaser is considered as having acquired the possession of the above without further proof, with which I dispense him, and I oblige my principal to the eviction, security, and perfection of this sale in all form of law, together with his properties present or future; I give as inserted the clause of guaranty, and renounce all laws, decisions, rights, and privileges in his favor, together with the general rule of law which prohibits that.

And being present, I, the above named Dr. Santiago Fletcher, *I* accept the present act, and take as purchased the said plantation, and all such lands mentioned in the sale, with the quantity for which they are sold, and acknowledge possession thereof, giving formal receipts; and I bind myself in all form of law to satisfy and pay the said Vahamonde, or any one in his right, at the terms specified, the one thousand dollars on demand, and without being sued, with the costs of recovery, so that execution may result from this act, and the simple oath of the legitimate party to which I accede, and for security; and without that, the general obligation derogates to the principal, nor the contrary, but in such manner that both may have effect against my property; I mortgage especially and particularly the plantation and other properties embraced in this act of sale, and promise not to sell or alien the same in any manner as long as this obligation be in force; the contrary to be null, and to pass no right to any third person to the prejudice of this obligation.

In testimony whereof this act, passed in this city of New Orleans, October the eighth, seventeen hundred and ninety-nine, I, the notary, giving faith to the parties, whom I know, and who have signed in presence of the following witnesses:

Dr. CELESTIN LAVERGNE,
Dr. FERDINANDO PERCY, and
Dr. TACINTO DE AYALA.

FLETCHER.

Tesladon de Bena, No. Vo.

GILBERTO LEONARD.

Before me.

PEDRO PEDESCLAUX,
Not. Pub.

True copy from the original extant on my current notarial register.

New Orleans, fifth of January, eighteen hundred and forty-six.

(Signed) LOUIS T. CAIRE.

Answer.—Filed 20th April, 1857.

U. S. Circuit Court, E. D. of Louisiana.

MARIA ANTONIA FLETCHER and als.
vs.
RÉNÉ ARNOUS.

To the Honorable the Circuit Court of the United States for the eastern district of Louisiana:

The answer of Réné Arnous, a citizen of the United States, residing in the parish of Iberville, to the petition against him filed in the above entitled case by Maria Antonio Fletcher, Thomas Corral Dones, of Felicite Fletcher, Castro Fernandez and his wife Javiera Cuesta, José Desidario Herrero and his wife Felicite Cuesta, and Augustine Cuesta, aliens, respectfully represents:

That he denies all and singular the allegations in plaintiff's petition contained, with the exception of what may be hereinafter specially admitted.

And defendant, further answering, says, that if the tract of land now claimed was in any way embraced in or subject to be disposed of by the said will, which the defendant specially denies; and if the said plaintiffs were ever in law entitled to the ownership of any portion of the same, which defendant also specially denies; then he avers that any such right of ownership extended and could have extended only to three-eighths of the same, for this, to wit: that the said James Fletcher, their testator, had intermarried with the said Catherine Hipp, their mother and co-legatee, some years prior to his death; that a community of acquests and gains existed between them in consequence of said marriage; that the said land entered into said community, so that one undivided half only of the same could have been disposed of by the said Fletcher by will; and that the will only purports to dispose of three-fourths of the property of the testator in favor of the plaintiffs.

And defendant, for further answer, says, that the succession of the said James Fletcher under whose will the plaintiffs now claim, was insolvent at the time of his death, and that no settlement of the same according to law has ever been made; that the said Maria Antonia and her said sisters, Adelaide and Felicite, three of the legatees named in said will, were minors at the time of the opening of the said succession, and could only accept the same under benefit of inventory; that the said succession was by law subject to be legally administered for the benefit of creditors; that the said legatees had no right, title, or interest, either in law or under the provisions of the said will, in or to any particular portion, part, or parcel of the property comprised in the said succession, but were only entitled to the residuum which might remain after the debts of the succession were paid; that the debts of the said succession being greater in amount than the assets thereof, and the same now

having been paid, the plaintiffs were without any right, title, or interest in any specific property of the said succession belonging to the testator at the time of his death; and that in the premises the plaintiffs are without any right to have and maintain this action. All of which defendant now pleads by way of pre-emptory exception and in bar of plaintiff's claim.

And defendant further answering, says, that no part of the tract of land claimed by plaintiffs belonged to the said James Fletcher in law, as owner, at the time of his death; that the said James Fletcher was indebted to one Francisco Ramon Canes; that in order to secure the said Canes, the said Fletcher had passed a notarial act of sale to the said Canes on the 1st of December, 1801, of the lands in dispute in this case, and of other lands; that in his last will the said James Fletcher referred to the said sale as one that ought not to have effect, but directed that if Canes persisted in it, the amount due on the sale should be put out at intesest, on good security, for the mother and children; that the estate of the said Fletcher was indebted to the said Canes in the sum of $3,811 87½; that the said Canes required the payment of this sum before he was willing to retrocede the said lands; that the said Catherine Hipp, the widow and testamentary executrix of the said Fletcher, applied to the late Daniel Clark to befriend her, and to advance the said sum due to the said Canes; that accordingly the said Clark paid the said debt to the said Canes, on the 10th of May, 1806, as appears from the original account and receipt approved by the said widow Fletcher, and herewith filed marked T T, and that the said Canes, on the 14th of May, thereafter, executed a notarial receipt to the said Catherine Hipp for the said payment, and on the same day executed a notarial act, in which he ceded and transferred the said lands to the heirs of the said Fletcher; that the said act was accepted by the said Catherine Hipp; that thereafter, on the 18th of June, 1806, the said Catherine Hipp filed a petition in the late superior court of the territory of Orleans, setting forth the aforesaid facts, and praying to be permitted to sell the said lands; and that on the day of thereafter, the Honorable J. B. Prevost, one of the judges of the said superior court, by the organization of which one judge constituted a quorum, authorized the said Catherine Hipp to make said sale for the best price which could be obtained, and in the most suitable manner, as will be seen by the document marked R R, herewith filed; and that on the 23d day of June, 1806, she, the said Catherine Hipp, made a conveyance of the said lands to the said Daniel Clark, by notarial act, for the price and sum of $9,000 cash, the payment whereof was duly acknowledged in the said act; and defendant avers, that in the premises no legal title whatever to the said land vested in the said Maria Antonia, Adelaide, Felicite, the three minor legatees of the said Fletcher, and that a good and sufficient title to the same was vested in the said Daniel Clark by the said various transactions and acts.

And defendant for further answer says that one Joseph Le Blanc purchased the tract of land now claimed by plaintiffs, together with other lands from the said Daniel Clark, by a notarial act passed on the 27th day of August, 1807, before Pierre Pedesclaux, a notary public in the city of New Orleans, for a full and sufficient consideration, and immediately entered thereafter into the actual possession of the same as owner, and that the said tract of land has been acquired and transferred by various mesne conveyances which will be produced on the trial of the cause until the ownership and actual possession of the same is vested in defendant; that defendant, and those through whom he derives title, have possessed the said tract of land in good faith, and in virtue of just titles since the said 25th day of August, 1807, and that ever since that day he, and those through whom he derives title, have held and possessed the said land in fact and right as owners, and that their said possession has been continuous and uninterrupted, peaceable, public, and unequivocal, and that by means of said possession they have acquired a good and complete title to the said land by prescription, whereupon they now invoke the prescription of ten, twenty, and thirty years, and plead the same in bar to plaintiff's action.

Defendant further answering, says, that the institution of the suits spoken of in plaintiffs' petition did not have the effect of interrupting any prescription in favor of the defendant, or of those through whom he derives title, because—

1st. The succession of the said James Fletcher was never accepted by or for the plaintiffs; the said succession in law was a vacant succession, and the prescription of ten years ran against it, and in favor of the possessors of the said tract of land, notwithstanding the minority of the said Maria Antonia, Adelaide, and Felicite, and became complete long before the institution of the said suits; and,

2d. But if this were otherwise, then the defendant avers that the failure on the part of the plaintiffs to re-institute their said suits from and after the 8th of October, 1835, when they were dismissed by order of court for upwards of nine years, was in law an abandonment of their demand, and had the effect of destroying the effect of said suits as to an *interop*tion of prescription.

And defendant further answering, says, that a considerable portion of the land in dispute has been cleared, ditched, and fenced, and that various buildings have been erected on the same; that the work and labor done in clearing, ditching, and fencing the same, so as to make it fit for cultivation, and for producing fruits and revenues by cultivation, has increased the value of the said land in a sum equal to at least fifty dollars for each and every arpent of land so cleared, ditched and fenced, and that the permanent im-

provements made on the said land have augmented the value of the same in the sum of five thousand dollars.

And defendant further says, that all the permanent improvements made on the said land and existing on it were made by him, and those under whom he holds, and at their expense, and that if plaintiffs are decreed to be the owners of three-fourths of the said tract of land, or any other proportion of the same, then defendant is entitled to recover the value of all the permanent improvements made and placed on the said land, or the amount of the expenses incurred in making the same, and to retain the said land until the same has been paid to him; wherefore defendant prays that he may be adjudged to be the rightful owner of the land claimed, that plaintiff's claim may be rejected, and that said plaintiffs may be condemned to pay defendant his costs.

Defendant further prays, in the event that plaintiffs are decreed to be the owners of any portion of the said land, that the said plaintiffs may be condemned to pay defendant the said sum of five thousand dollars, the value of the said permanent improvements made on the said land; and that it may be ordered that no writ of possession for the said tract of land be issued in favor of plaintiffs until they have fully paid the said amount due for said improvements.

Defendant further prays for all and general the relief he may be entitled to in law or equity, or that the nature of his case may require.

MILES TAYLOR & H. H. TAYLOR,
Att'ys for Defendant.

Application for order of sale.—Filed with answer as Exhibit R R.

STATE OF LOUISIANA,
First Judicial District Court.

Be it known, that on the eighteenth day of June, in the year of our Lord one thousand eight hundred and six, into the superior court of the late Territory of Orleans came Catherine Fletcher, late Catherine Hipp, by her counsel, James Brown, esq., and filed the following petition, to wit:

To the honorable the judges of the superior court for the Territory of Orleans, humbly showeth: Your petitioner, Catherine Fletcher, late Catherine Hep, that James Fletcher, lately deceased, in his lifetime, to wit, in the year 1801, sold François Ramon Canes, of the city of New Orleans, three tracts of land lying on the Mississippi river, the boundaries and descriptions of which land may be found by reference to the act passed before Peter Pedesclaux, and dated the first day of December, in the year aforesaid.

That the said Ramon Canes agreed to pay for the said three tracts of land the sum of nine thousand dollars, at the end of

two years after the date of the said act, with the condition that the land should be considered unsold, and revert to the said Fletcher, in case the said sum of nine thousand dollars should not be punctually paid; that the said Canes has only advanced to the said Fletcher between three and four thousand dollars, which money he agreed to receive, if refunded, and cancel the deeds for the said lands; that as the said tracts, in consequence of the change of government, are now greatly *inhenced* in value, your petitioner having qualified as executrix, agreeably to the appointment in the last will of the said Fletcher, and thinking it greatly to the advantage of her infant children, procured on loan from Mr. Daniel Clark the sum necessary to exonerate said lands, which have been transferred by said Canes to said Clark as a security for the money.

That agreeably to the last will and testament of the said Fletcher, the proceeds of the sales of said lands were directed to be put out on interest on good security for the said petitioner and her children, until the children should arrive at the age of sixteen, and then divided amongst them.

Your petitioner states that the said lands are now unproductive to her and her children, and she unable to pay to Mr. Clark the money loaned to redeem them. Your petitioner therefore prays that in order to enable her to pay her debt, to provide a fund for the maintenance and education of her children, and to carry the intentions of the testator into effect, your honors may decree that she make sale of the said lands for such price as may be obtained, she previously giving security to lay out on good security the money remaining, after paying the debt due to said Clark, at interest, to meet the objects of testator by maintaining herself and her children; and such other relief to grant as to the court may seem just, &c.

(Signed) BROWN, *for Pet'r.*

Afterwards, to wit, at a session of the superior court of the Territory of Orleans, holden in the city of New Orleans, on Wednesday, the 18th day of June, in the year of our Lord one thousand eight hundred and six, the following decree was entered upon record:

Present, the Hon. J. B. Prevost.

"On the petition of Catherine Fletcher, late Catherine Heep, executrix of James Fletcher, deceased, it is ordered that the said Catherine be only empowered to sell and convey, for such price as may be obtained thereof, each and all of these several tracts of land formerly conveyed by said James Fletcher to Frances Ramon Canes, by act passed before Peter Pedesclaux, dated this 1st day of December, 1801, and which have been reconveyed to the estate of the said Fletcher; and that she receive the money thereon, and

lay out the same on good security for the maintenance of herself and children, agreeably to the direction of said Fletcher's will, first paying to Mr. Daniel Clark any sums which may be due or become due to him for advances made to said Canes, in order to obtain a relinquishment of his claim on said tracts of land."

STATE OF LOUISIANA,
First Judicial District Court.

I, Martin Gordon, clerk of the first judicial district court of the State of Louisiana, do hereby certify, that the foregoing petition is a copy from the original filed in the superior court for the late Territory of Orleans on the eighteenth day of June, in the year of our Lord one thousand eight hundred and six, as the same appears from an endorsement made on the original; and the foregoing decree is a copy from the records of said court, under the date therein specified; that the records of said court were by law transferred to this court.

In testimony whereof, I have hereunto set my hand and affixed the seal of the district court, at the city of New Orleans, [SEAL.] on this ninth day of April, in the year of our Lord one thousand eight hundred and nineteen, and in the forty-third year of the indeper lence of the United States.

MARTIN GORDON, *Cl'k.*

A true copy.

M. MORENO, *D'y Cl'k.*

Account between James Fletcher and F. R. Canes.—Filed with answer as Exhibit T T.

Mr. James Fletcher in account current with Francisco Ramon Canes, and this account presented to the widow of said Fletcher, Madam Catherine Hipp.

Cr.	Dolls. cts.
Money paid.	
For a receipt of Mr. James Fletcher, of date of 5th of September, 1803, the sum of three thousand dollars, cash, which I paid for him toMessrs.	3,000 00
For the interest of said obligation from the 5th of Sept., 1803, to the 5th Dec'br, 1804, at the rate of ten per cent.	375 00
For my commission on the collections made, as shown by the credit side of this account.....	39 00
For the interest of $408 advanced to the brig "San Francisco de Disio," as per account delivered to the widow, from the ninth of Sept., 1803, to the 9th Dec'br, 1804, at the rate of ten per cent.....	50 50

For money advanced (subministrado) to said lady by order of said Mr. Fletcher, as p'r acc't rendered to him in detail	1,903	37½
For the interest of the money advanced to her gratis	00	00
For postage on letters which arrived from Spain	1	25
For two empty sugar barrels, at 25 c. per barrel		50
Total	5,369	62½

Errors and omissions excepted.

NEW ORLEANS, *Oct.* 7, 1804.

Notwithstanding that I don't understand the Spanish language, I have caused this account to be examined by a person in my confidence.

(Signed) CATHERINE HIPP, Widow FLETCHER.

CR.

Money received.	Dolls.	cts.
By two months' rent of the house I received for the months of August and September, 1803, at the rate of $8 37½ p'r month	16	75
By nine months' rent of same, for the months of Oct., Nov., Dec., 1803, and Jan'y, Feb., March, Apr., May, and June, at the rate of ten dollars per month, to which amount I raised the rent	90	00
By three months' rent of same, the months being July, August, and Sept., 1804, at the rate of twelve dollars per month, to which amount I raised it	36	00
Received for the hire of the negro Marcus	24	12½
(Bad debt.) Received from the depository general of this city the sum of two hundred and twenty-four dollars fifty cents, which Joseph Garcia had on deposit, and which said Garcia owed to Fletcher, Oct. 26, 1803	224	50
(Bad debt.) Rec'd of Mr. Domingo Bouligny the sum of two hundred and forty dollars and 75 cents, which Louis D'Appsemond owed to Joseph Garcia, and said Garcia owed to Fletcher, July 18, 1804	240	75
Rec'd of Joseph Fernandez the sum of	11	50
(Bad debt.) Rec'd of Mr. Livandé the sum of three hundred and twenty dollars 62½ cents, which Mr. Antonia Mapeat owed to Fletcher, Aug. , 1804	320	62½
(Bad debt.) Rec'd the sum of four hundred and fifty dollars from some one who gave a draft on Providence, given by Mr. Domingo Canes	450	00

(Bad debt.) Rec'd of the captain of artillery, Mr. Francisco Soler, ten dollars on a large sum which he owes to Fletcher	10 00
Rec'd of James Carrick one hundred dollars, for the security of Mr. , for one horse which he sold, belonging to the carriage	100 00
Rec'd for the amount of the sugar which was found in a hogshead, amounting to $33 37½, and two hogsheads which the widow sold belonging to her husband, out of the six which remained in my possession in partnership with Mr. James Sus	33 37½
	1,557 62½
By balance owed by James Fletcher, or his succession, to the said Mr. Canes, as shown by this account current, the sum of three thousand eight hundred and eleven dollars and ninety-three and three-fourths cents	3,811 93¾
Total	5,369 62½

A. Rec'd of Mr. Daniel Clark, for account of the widow Fletcher, and by her order, the sum of three thousand eight hundred and eleven dollars, coming to me as per within account.

New Orleans, May 14th, 1806.

(Signed) FRANCISCO RAMON CANES.

Agreement as to Trial of Cases.

April Term, 1857.

New Orleans, Thursday, 30th April, 1857.

Court met pursuant to adjournment: present, Hon. J. A. Campbell, presiding judge; present, Hon. Theo. H. McCaleb, district judge.

2,719. M. A. Fletcher & als. vs. R. Arnous.
2,723. M. A. Fletcher & als. vs. H. Le Blanc & als.
2,724. M. A. Fletcher & als. vs. M. Le Blanc & als.
2,718. M. A. Fletcher & als. vs. C. Babin & als.

By agreement of the counsel herein these causes are to be tried together, and the evidence taken in the first case is to be applicable to the other three cases.

Trial of Cause.

April Term, 1857.

New Orleans, Thursday, 30th April, 1857.

Court met pursuant to adjournment: present, Hon. J. A. Camp-

bell, presiding judge; present, Hon. Theo. H. McCaleb, district judge.

MARIA A. FLETCHER & als.
vs.
RÉNÉ ARNOUS. } 2,719.

This cause was taken up for trial, and proceeded in until 2½ o'clock p. m., and thereupon continued until to-morrow at 10 o'clock a. m.

Submission of Cause.

April Term, 1857.

NEW ORLEANS, Saturday, 9th May, 1857.

Court met pursuant to adjournment: present, Hon. J. A. Campbell, presiding judge; present, Hon. Theo. H. McCaleb, district judge.

M. A. FLETCHER & als.
vs.
RÉNÉ ARNOUS & al. } 2,719.

The concluding argument in this cause was made by Smiley, esq., on part of plaintiffs, and submitted to the court and taken under advisement.

Act of Sale from N. Verbois to James Fletcher.

NOTE.—For this see ante, page 5.

Sale from James Fletcher to F. Ramon Canes.

Translation.

Be it known, that I, James Fletcher, of this neighborhood, actually grant and sell to Mr. Francisco Ramon Canes, of this neighborhood, two plantations, one situated in the district of Iberville, on this bank, at about thirty arpens below the church of St. Gabriel, containing seven arpens and twenty-five toises front, with the ordinary depth of forty arpens between parallel lines, bounded above by lands of Paul Chiasson, and below by those of widow Blanchard, with the principal house and all the buildings and appurtenances thereunto belonging; and the other is situated in the same district, on the other side of the river, containing six arpens and eleven toises of land in front, with forty in depth, bounded on the upper side by lands of Stephen Comon, and below by those of Paul Chiasson, and one piece of land situated at the ancient town of Manchac, containing eight arpens front, by eighty in depth, or more, bounded on the one side by the village, and upon the other by Madam Hanfou; all of which belong to me by purchase, as per acts passed in this office—the first plantation from Mr. Nicholas de Verbois, on the eleventh of May, 1798; the second from Mr.

Joseph Basques Bahamonde, on the eighth of October, 1799; and the piece of land from the heirs of the succession of Madam Magdalen Castin, widow Beauregard, on the twenty-sixth of June last, with all rights of ways, uses, customs, and servitudes, free from all encumbrance, as the present notary does certify, for the price of nine thousand heavy dollars of the Mexican coin, which he will have to satisfy and pay to me at the end of two years, counting from this date, on condition that on the very day on which the said two years expire he will make the said payment good, and place the entire amount in one single payment, the above mentioned nine thousand dollars, in my house and power, in the same coin above mentioned; and should the said time expire without the payment, then from that day this sale shall be considered null, as if the present act had not been passed. And according to the above conditions, he will have to transfer to me the ownership of the two plantations and the said piece of land, without his right to compel me to any indemnification; by reason of the aforesaid terms and conditions, I divest myself of the ownership, possession, use, dominion, and senorio; and furthermore, all rights of actions, personal and real, which I have and hold to the said plantations and land, I cede and transfer unto the purchaser, so that he will possess the same as his own, or convey the same as he wishes, by virtue of this act, which I grant unto him, by which he appears to have acquired the possession thereof, without it being necessary to produce any other proof, from which I exempt him, and I bind myself to give possession and complete this sale in due form of law.

And I, the said Frances Ramon Canes, accept the above described plantations and lands, in the quantity and form in which they have been sold to me, and I acknowledge that all of the same have been delivered to me, and I bind myself to satisfy and pay at the time stated aforesaid the nine thousand heavy dollars of the Mexican coin, for which I remain simply debtor; and without any suit, and to guarantee the payment, without the general obligation resulting from all sales, lessening this special obligation, or the contrary, I mortgage the said two plantations and the piece of land in favor of the said vendor, with the clause of de non alienando, and I promise not to sell or alienate the same until the payment as aforesaid shall be fully made; to the performance of which I hereby bind myself in due form of law.

In testimony whereof, this act is passed in this city of New Orleans, on the first day of December, eighteen hundred and one. I, the undersigned notary, declare that I know the contracting parties.

Thus done in presence of the witnesses, Celestino Lavergne, Fernando Percy, Yacinto de Ayala, neighbors, and now present.

JAS. FLETCHER.
FRANCISCO RAMON CANES.

Ante me.

PEDRO PEDESCLAUX,
Es'no Pub'co.

Cane's certificate in English.

Retrocession from F. R. Canes to Fletcher's Heirs.—Filed March 16th, 1846.

In the city of New Orleans, the 14th of May, 1806, and the thirtieth of the independence of the United States, before me the notary, and witnesses, was present Dn. Francisco Ramon Canes, of this neighborhood and trade, to whom I give faith, who acknowledged and said, that by an act passed in this office the first of December, 1801, he purchased from Dn. Santiago Fletcher two plantations in the district of Iberville—one situated on this side of the river, measuring seven arpents and twenty-five toises front and forty arpents in depth, with all the improvements thereon, bounded on one side by the lands of Pablo Chiasson, and on the other by those of Victor Blanchard; the other plantation on the other side of the river, measuring six arpents and eleven toises front, and forty arpents in depth, bounded on one side by the lands Estevan Como, and on the other side by those of Pablo Chiasson, and a piece of land situated in the ancient town of Manchac, measuring eight arpents front, and eighty or more in depth, bounded on one side by the said town, and on the other by the lands of Madam Hanson; the whole for the sum of nine thousand dollars, which were to have been paid at the end of two years from the date of the act referred to, and for security of said payment he had mortgaged the said plantations, with the condition, that if at the expiration of the delay aforesaid the said sum of nine thousand dollars was not fully paid, the above mentioned act was to be null and void; and as said payment has not been effected, he now by these presents declares that he annuls in all its parts the act above referred to, and he cedes and transfers the said lands to the heirs of said Santiago Fletcher, so that in virtue thereof they may possess and alien the same at their own will, according to this act, which he grants in sign of real transfer, and they acquire possession thereof without any other proof, with which he dispenses them. For the execution of these presents, he binds himself in all form of law, and being present Dn'a Catarina Hipp, widow and testamentary executrix of the late Santiago Fletcher, she accepts this act and receives the said lands on the conditions above expressed, and takes them in her possession and gives formal receipt thereof. Thus done and signed in presence of witnesses, to wit:

D'n Joaquin Lozano and D'n J. B'te Ramires, neighbors present.

(Signed) F'CO RAMON CANES.

Catherine Hipp, widow Fletcher; Joaquin Lozano; Jean Batiste Ramirez; Pierre Pedesclaux.

Sale from Widow Fletcher to Daniel Clark.

On the 23d of the month of June, of the year 1806, and the 30th of the independence of America, before me, Pierre Pedesclaux, not. public of the United States of America, in New Orleans, personally appeared Mistress Catherine P. Hipp, testamentary executrix and tutrix of the minor children of her and Jacque Fletcher, and authorized by decree of the judge of the superior court for this territory, under date of the eighteenth of the present month, which appearer declared that she does by these presents grant, bargain, sell, and convey, transfer, and set over, with guarantee against all evictions generally of whatever nature soever, and against all encumbrances, except mortgages only, to which I, the recording notary, do certify, to Mr. Daniel Clark, present and accepting for himself and his heirs, two plantations, situate in the district of Iberville, the one on this same side of the river, having seven arpens and twenty-five toises in front and forty in depth, with the buildings, joining on one side the lands of Mr. Paul Chassion, and on the other of Blanchard; the other plantation, situate on the other side of the river, having six arpens and eleven toises front and forty in depth, joining on one side the lands of Etienne Couson, and on the other of Paul Zenon; further, another situate in the old city of Manchac, having eight arpens in front and eighty, more or less, in depth, joining on one side the said city, and on the other Alad'e Fanohon, and all which he had acquired from the succession of Beauregard, which lands belong to the succession of Fletcher, as appears by act passed before Ramon Canes, the 14th of May last; otherwise this sale is also made and accepted for the sum of nine thousand dollars, which the said purchaser has paid cash before the execution of these presents to the said Mistress, who declared to have received the same, and transfers to the said Mr. Daniel Clark all right of property on the said lands, to dispose of the same as belonging to him in proper.

Done and passed in the office, at the city of New Orleans, on the said day, in presence of Messrs. Jean Baptiste Ramirez and Joachim Lozano, witnesses, who have signed with the parties and me, notary.

CATHERINE HIPP, V'e FLETCHER,
DANIEL CLARK,
CATHEON HIPP, V'e FLETCHER,
PIERRE PEDESCLAUX, *N're.*

JOAQ'N LOZANO,
J. B'TE BAMIREZ.

A true copy of the original, extant on the records of my office. In faith whereof I have signed these presents, and have apposed the seal of my office, New Orleans, this 13th March, 1846.

(Signed) LOUIS T. CAIRE,
Not. Pub.

Sale to C.

New Orleans, 27 June, 1807, has appeared Miss Catherine Hipp, and has declared that the plantation mentioned in this act, situate on the other side, is an error, and that she is situate on this side, joining on one side Paul Chassion, and on the other Etiene Comon, and has signed with the Messrs. J. B'te Ramirez and Joachim Lozano, and me, notary.

Sale from Daniel Clark to Joseph Le Blanc.

(Translation from French.)

Aug. 27th, 1807. Sale and Hypothec'y Obligation.

On this twenty-fifth day of the month of August, in the year eighteen hundred and seven, and 32d year of American independence, before us, Peter Pedesclaux, notary of the United States of America, at New Orleans, appeared Mr. Daniel Clark, merchant, residing in this city, who by these presents has sold, ceded, released, and conveyed, with warranty against all troubles, debts, mortgages, and other incumbrances in general whatsoever, which I, notary annotator, certify only as to the mortgages, to Mr. Joseph Le Blanc, a resident of the parish of Iberville, now in this city, and here present and accepting for himself, his heirs, or assigns, a lot of ground, situated in the said parish of Iberville, measuring seven arpents and twenty-five fathoms front, more or less, by forty (arpents) deep, bounded on one side by the lands of Paul Chassion, and on the other by those of Mr. Victor Blanchard, and belonging to him (Clark) by purchase from Mrs. Catherine Hipp, by act passed before *us*, notary, the 23d day of June, in the last year, (1806.)

The said land so above sold, just as it is found and laid out, with all its rights, incidents, (issues,) uses, and servitudes, without reservation or exception, such as the vendor has enjoyed it, which land the purchaser declares that he knows, and that he is satisfied therewith.

The present sale is made and accepted between the parties on the clauses and conditions above set forth; and, moreover, for the price and sum of four thousand dollars, which the purchaser has bound himself to pay, with all his effects, movables and immovable, as follows, to wit, eight hundred dollars one year from the date hereof, the same sum in two years, a like sum in three, an equal quantity in four, and the remaining eight hundred dollars in five years, in consideration whereof the vendor has abandoned

and relinquished all right of property over the land so above sold in favor of the purchaser, whom he has seized and invested therewith, to the end that he may enjoy it, do with it, and dispose of it, as his own property, now and forever, and take possession thereof whenever he sees fit so to do, for so it is intended.

Done and passed in our office, in New Orleans, the day and year above written, in presence of Messrs. Jn. B'te Ramires and Joachim Lozano, witnesses, who have signed with the parties and us, notary.

(Signed) DANIEL CLARK,
JOSEPH LE BLANC.

JN. B'TE RAMIRES,
JOACHIM LOZANO.

PIERRE PEDESCLAUX,
Not. Pub.

A true copy of the original.

(S'd) H. PAUL CAIRE, [SEAL.]
Not. Pub.

4th November, 1850.

EASTERN DISTRICT OF LOUISIANA,
City of New Orleans, ss.

I hereby certify that the foregoing is a correct and verily literal translation of the original document, bearing the signature and official seal of H. Paul Caire, esq., not. public.

ROB'T M. LUSHER,
Interpreter U. S. Courts, East. Dist. La.

July 29th, 1858.

Sale from Joseph Le Blanc to Joseph Le Blanc fils.—Filed 2d Dec'ber, 1850.

Book E, No. 147.

By this public deed of sale and conveyance, be it known that on this 1st day of May, in the year of our Lord one thousand eight hundred and ten, before me, Nathan Meriam, judge of the parish of Iberville, personally came and appeared Joseph Le Blanc, père dit adoux, who did declare that for and in consideration of the sum of two thousand dollars, to be paid in one, two, three, four and five years, he doth by these presents grant, bargain, sell, alien and convey unto Joseph Le Blanc, his son, a certain tract or parcel of land, situate in this parish, containing three arpents twenty-seven toises and three feet, more or less, in front, and forty arpents, more or less, in depth, bounded above by lands of Paul Chiasson, and below by other lands of the vendor, by parallel lines, being the half of a tract of seven arpents twenty-five toises, more or less, purchased of Daniel Clark and sold with all its privileges and appurtenances, except one-half of all the buildings thereon, which the vendor doth

hereby reserve to himself with the privilege of their remaining and standing on the said land during the pleasure of the vendor: to have and to hold the above bargained premises to him, the said Joseph Le Blanc fils, his heirs and assigns forever.

Likewise appears Joseph Le Blanc fils and accepts of the above sale, and doth hereby oblige himself and his heirs to the payment of the above sum of two thousand dollars, in the manner above stipulated; and to assure the said payment, he doth by these presents mortgage and hypothecate the above acquired premises until full and entire payment of said sum.

In witness whereof the said appearers have hereunto set their hands, in presence of Victor Blanchard and Simon Richard, witnesses hereunto required, in my office, on the day and year first above written.

(Signed) JOSEPH LE BLANC, dit adoux,
JOS. LE BLANC.

S. RICHARD,
VICTOR BLANCHARD.

N. MERIAM, *Parish Judge.*

I, John Dutton, parish judge in and for the parish of Iberville, do hereby certify the foregoing to be a true copy from the original act inscribed on the records of my office, in book designated E, entry No. 147.

In witness whereof I have hereunto set my hand and public seal, this 29th day of January, 1845.

[SEAL.]

JOHN DUTTON, *Judge.*

Sale from succession of Joseph Le Blanc, Jr., to Joseph Le Blanc.

(Translation from French.)

On this the thirteenth day of the month of December, eighteen hundred and seventeen, in conformity to my decree dated in the past month, I, John Dutton, parish judge, proceeded to the sale and adjudication, to the highest and last bidder, of the property pertaining to the community which existed between Mr. Joseph Le Blanc, junior, deceased, and Mrs. Marie Celeste Hebert, his widow, the said sale having been advertised and made public (by handbills) conformably to the law; I exposed to auction the articles hereinafter mentioned, as follows, to wit:

The plantation, such as is mentioned in the inventory, situated on the left bank of the Mississippi, in this parish, bounded above by Paul Cheaison, and below by Joseph Le Blanc Adone, extending four arpents front, with the depth thereto belonging; which, after having been duly cried and bid upon, was finally adjudicated to Mr. Jos. Le Blanc Adone, for the sum of three thousand five hundred and ten dollars, ($3,510,) with Mr. Simon Le Blanc as security, payable five hundred dollars in March, eighteen hundred

and eighteen; and of the balance, one-third in March, eighteen hundred and nineteen; one-third in March, eighteen hundred and twenty, and the remaining third in March, eighteen hundred and twenty-one.

(Signed) JOSEPH LE BLANC,
SIMON LE BLANC.

In proof whereof I have drawn up this proces verbal, the day, month and year above mentioned.

(Signed) JOHN DUTTON,
Judge of the Parish of Iberville.

EASTERN DISTRICT OF LOUISIANA,
City of New Orleans.

I certify the foregoing to be a correct and faithful translation of the document, (in French,) certified 6th May, 1846, as a true copy of the original, as shown by the certificate thereto, in English, over the signature and official seal of John Dutton, P. judge.

ROBT. M. LUSHER,
Interpreter U. S. Courts East. Dist. of Louisiana.

July 29th, 1858.

Sale from Joseph Le Blanc to Constant Viel.

(Translated from French.)—G. No. 703.

We, the undersigned, Joseph Le Blanc, called Adone, a resident of this parish, and Constant Vielle, also here residing, do agree as follows, in presence of Messrs. Gideon Dupuy and Mathien Boissac, as witnesses, that is to say: I, Joseph Le Blanc, do sell, set over and convey, in full ownership, to the said Constant Vielle, a certain plantation of four arpents front, more or less, (between) parallel lines, with the depth found therein, together with all the buildings and improvements thereon; the said plantation situated in this parish, about a half league lower down than the church, bounded above by Victor Blanchard's, (a piece of ground,) and below by the plantation on which said Victor Blanchard resides; selling the said plantation free of mortgage, and for the sum of five thousand dollars, ($5,000,) payable as follows: one thousand dollars in March, 1823; one thousand dollars in March, 1824; a thousand dollars in March, 1825; a thousand dollars in March, 1826; and a thousand dollars in March, 1827; reserving to myself the right of delivering possession thereof only fifteen days from this date, and retaining a special mortgage thereon until full payment is made.

It is moreover agreed that the present sale shall be passed in the parish clerk's office as soon as possible, or when one of the parties shall require it of the other.

Done and passed in the parish of Iberville, the thirty-first day of October, eighteen hundred and twenty-two.

(Signed) JOSEPH LE BLANC,
" CONSTANT VIEL.

M. BOISSAC,
GIDEON DUPUY.

Let it be observed, that the vendor has received from the purchaser five notes of one thousand dollars each, payable at the dates above mentioned, and secured by Gideon Dupuy.

I, Rob't M. Lusher, interpreter U. S. courts in and for the eastern district of Louisiana, hereby certify that the foregoing is a true and correct translation of the document, in French, endorsed as without, and bearing the following attestation and certificate, namely:

"On the fourth day of November, in the year eighteen hundred and twenty-two, came Joseph Le Blanc, called Adone, and Constant Viel, and acknowledged the foregoing instrument to be their free act and deed, and requested the same to be recorded, which is granted.

"Thus done before John Dutton, parish judge of Iberville parish.

"(Signed) JOHN DUTTON,
"*Parish Judge of Iberville Parish.*

"I, John Dutton, parish judge in and for the parish of Iberville, do hereby certify the foregoing to be a true copy from the records in my office, record book designated G, entry No. 703.

"In testimony whereof I have hereunto set my hand and public seal, this 29th day of January, A. D. 1845.

[SEAL.] "JOHN DUTTON,
"*Parish Judge.*"

In faith whereof I hereto set my hand, at New Orleans, 30th July, 1858.

ROB'T M. LUSHER,
Interpreter.

Act of Partnership between Arnous, Pedron, and C. Viel.

(Translation from French.)—Book M, No. 99.

The undersigned agree as follows:

Article first. Constant Viel, Vincent Pedron and Réné Arnoux, form a partnership for the improvement and cultivation of the lands hereinafter described and designated.

Article 2d. The interest of each contracting party is one-third.

Article 3. The contracting parties bind themselves to extend to

the dates of payment all mortgages to the advantage of the vendors on the property which they bring into the partnership.

Article 4. The partnership shall continue during the period of six years, running from the thirty-first of March, eighteen hundred and twenty-nine, whether the contracting parties live or not during this period, and until the expiration of the said six years; and the surviving partners shall be held to render and account to the heirs or assigns of the deceased only once a year, in each March.

Art. 5. The plantation shall be managed and cultivated by Constant Viel, who shall receive for his care and services three hundred dollars the first year, four hundred dollars the second, and five hundred dollars each of the following years.

Art. 6. Arnous and Pedron shall be charged with the sale of the crops, and shall forward accounts thereof to Constant Viel, the managing partner, who, on his part, shall forward to them on the first of every March, an account of the receipts and expenses of the plantation.

Art. 7. In the event of the death of the managing partner, the survivors shall appoint an overseer to superintend the cultivation of the said property, and they shall keep accounts until the expiration of this partnership, in manner and form as set forth in the fourth article.

Art. 8. At the expiration of the six years aforesaid, unless the partnership shall be renewed, the plantation and appurtenances shall be sold as follows:

All the lands together, and the slaves as well as the animals, ploughmen utensils and other objects, in block, with or without the plantation, or separately and in detail, at the discretion of the partners or their assigns.

The terms of sale of the lands and the slaves shall be fixed by the partners, and on the demand of any one of them, shall be fixed at one, two, three and four years, with good security, and in equal parts; but in the event of the death of one of the partners before the expiration of the partnership, the terms of sale of the land and the slaves shall necessarily be one, two, three and four years, in equal parts.

Art. 9. Arnous and Pedron bind themselves to make advances for the erection of a sugar-house, and for all expenses judged useful by the common voice of the partners, in consideration of, and interest of six per cent. per annum on the said advances up to payment, which shall be made to them out of the proceeds of the crop of the plantation, except so far as otherwise provided by the eleventh article.

Art. 10. The capital of the partnership shall be raised as soon as possible to thirty-six thousand dollars; of this sum the partners

reciprocally acknowledge the following contributions, namely: by Arnous and Pedron, twenty-three thousand and eighty-one dollars, and Constant Viel eleven thousand three hundred and fifty-six dollars seventy-five cents, according to the annexed exhibit.

Art. 11. The amount of advances made by Arnous and Pedron is acknowledged by Constant Viel to have reached on the 31st December, 1829, one thousand four hundred and eighty-two dollars and eighty-two cents, and interest shall run upon this sum to the advantage of the said Arnous & Pedron, at the rate of ten per cent. per annum, from the first of April next.

All advances made subsequently to this liquidation of the amount advanced by Arnous & Pedron shall bear interest according to the rule established in the 9th article, and there shall moreover be levied on all the purchases made by them a commission in their favor of five per cent.

Done in duplicate, at New Orleans, the thirty-first of December, eighteen hundred and twenty-nine.

(Signed) R. ARNOUS,
V. PEDRON,

(Signed) CONSTANT VIEL.

Exhibit.

Property, slaves and other objects furnished by Arnous & Pedron, and forming their collective contributions in the partnership formed between them and Constant Viel, in which the said Arnous & Pedron are interested for two-thirds.

A piece of ground heretofore Madam Hipp Landry's, purchased from Dorsey		$9,250 00
Four young negroes purchased for cash in the city, viz: Dick, James, Gim, Isaac		1,194 00
The negro Solomon, negress Mely, purchased at auction in Plaquemine		1,330 00
Purchased at auction from the succession of Mr. Timoleon Lesassier—		
Negro Bernard, for	$1,035 00	
" Tom, for	750 00	
" Eli, for	220 00	
Mulattress Charlotte, with her children Claiborne and Marceline, for	1,100 00	
Negress Sylvia	805 00	
Mulattress Dorcas	410 00	
Negress Jeanette	615 00	
" Seraphine	525 00	
" Modeste	520 00	

Negro Narcisse	$780 00	
		$6,760 00
Am't brought forward		18,534 00
Horse Tiger	$145 00	
" Regulus	95 00	
" Sportsman	100 00	
" Bill	90 00	
" Ball	140 00	
" Back	4 00	
An ox-cart	24 00	
A cow and six calves	27 00	
Two collars	2 00	
Three axes and six spades	6 00	
Two pulleys (or blocks)	2 50	
One truck (diable)	20 00	
One dial	3 00	
		658 50
Purchased at auction from the succession of Madame Lesassier—		
Negro Lewis, for	1,080 00	
Mulatto Honoré, for	1,015 00	
Negress Marianne	995 00	
" Helen	660 00	
11 sheep, $38 (deduct for 5 missing, $17 27)	20 73	
One pair of scales of 1,500 lbs	70 00	
Harrow	6 00	
One furnished bed	12 00	
60 bottles	3 90	
Buckets	12 00	
Tin ware	1 37	
		3,876 00
Am't brought forward		23,068 50
Chopping board, 5*s.*; half tub, 13*s.*	2 25	
Spinning wheels and wool	2 50	
2 lots of plates	4 25	
One tin bucket	1 00	
Cane knives	1 37	
Andirons, 5*s.*; 1 crock, 4*s.*	1 13	
		12 50
		$23,081 00

The foregoing account of the collective contribution of Arnous

& Pedron to the partnership is certified to amount to the sum of twenty-three thousand and eighty-one dollars.

New Orleans, 31st December, eighteen hundred and twenty-nine.

(Signed) R. ARNOUS,
V. PEDRON,
CONSTANT VIEL.

Property, slaves, and divers articles furnished by Constant Viel, and forming his contribution to the partnership formed between him and Arnous and Pedron.

A piece of ground situated above that of Victor Blanchard's, est'd at	$5,000 00
Negro Nombo	1,300 00
Negro Jacob	900 00
Negress Eliza, with her children, Alexander, Estelle, Goledone, Adonis	1,400 00
Negress Maria and her child, est'd at	800 00
Negreet little Marianne	200 00
One mare	100 00
One colt (2 yrs. old)	50 00
One Jackson horse	15 00
One bay horse	15 00
One pair of oxen	50 00
One white-backed cow and her calf	16 00
One do. do. do.	16 00
One do. do. do.	16 00
One calfless cow	12 00
One heifer	2 50
One do. large	8 00
One pair young oxen	15 00
One pair young oxen	12 00
One black bull	5 00
Fourteen sheep	28 00
Eleven hogs	20 00
One	7 50
Am't carried forward	$9,988 00
One harrow	3 00
One scythe and other utensils	4 00
Three spades and divers ploughman's utensils	6 50
One hand-saw, and a lot of planes, tools, &c	6 50
One lot of old iron	3 00
Four axes and six mattocks	6 00
One brand for cattle	1 50
One harrow	3 00
Two ploughs	13 00

One steelyard	$5 00
Five ploughs, two harrows	11 00
Three cotton hooks and two pr. scales	2 00
One ox cart	20 00
One beef skin, 5 tubs and large pails	6 00
Two pair of andirons	4 00
One coffee-mill, ten demijohns	9 00
One lot of pots and boilers	10 00
Nine Dutch and earthenware pitchers	4 50
Two vats and two crocks	9 00
One spinning-wheel, 8 lbs. nails, and 2 sabres	4 75
150 bottles	9 00
Thirty-six plates and twelve table knives	4 50
Three large dishes and one lot Dutch ware	4 00
One hand-saw and one roasting-screen	7 00
Four dishes and three candlesticks	3 50
Am't brought forward	10,147 75
One safe or larder	2 00
One cupboard and one table	15 00
Three tables, small	3 00
Twelve chairs	12 00
One pair scales, one piece baling-cloth	15 50
Three chairs	1 50
Also, one arpent of sowing-cane	60 00
Also, the negro John purchased at auction from Etienne (Stephen) Turson, called Lamatte, for	1,100 00
	$11,356 75

The foregoing account of the contribution of Constant Viel to the partnership is certified to amount, according to appraisement, to eleven thousand three hundred and fifty-six dollars and seventy-five cents.

New Orleans, the 31st December, 1829.

(Signed) R. ARNOUS,
V. PEDRON,
CONSTANT VIEL.

EAST. DIST. OF LA.,
City of New Orleans.

I, Rob't M. Lusher, interpreter U. States courts for said district, do certify that the foregoing is a true and correct translation from the French, of the document endorsed as without, and bearing in English the following memorandum, certificate, and attestation.

August 6th, 1858.

ROBERT M. LUSHER,
Interpreter U. S. Courts.

"A true record of the original, this 15 February, 1830.

"I, John Dutton, parish judge in and for the parish of Iberville, do hereby certify the foregoing to be a true copy from the records of my office, book designated M, No. 99.

"In testimony whereof, I have hereunto set my hand and [SEAL.] public seal this 6th day of May, 1846.

"JOHN DUTTON,
P. Judge."

Sale from Constant Viel to R. Arnous.

(Translation from French.) Book No. 3, No. 157.

STATE OF LOUISIANA,
Parish of Iberville.

Before Louis Petit, notary public in and for the parish of Iberville, duly commissioned and sworn, and residing in the said parish, appeared Mr. Constant Viel, residing in the said parish of Iberville, who declared that he had sold, conveyed, and relinquished, as by these presents he sells, conveys and relinquishes to Mr. Réné Arnous, residing in New Orleans, here present and accepting as purchaser, for himself, his heirs and assigns, the undivided third of the property hereinafter mentioned and described, which said property is declared by the parties to be their own, in the following proportions, to wit: one-third, the present vendors, Constant Viel; and the two other thirds, the present purchasers, Réné Arnous, namely: 1st. A certain plantation or piece of land situated in the parish of Iberville, on the left bank of the Mississippi river, at about a mile and a half below the Church of St. Gabriel, extending eight arpents front on the said river, with a depth of thirty-five arpents, more or less, with an opening of twelve degrees, which plantation is established as a sugar plantation, and is sold together with all the buildings and other improvements of any nature whatsoever, without reservation. 2d. Another piece of ground situated on the same side of the river at about seven and two-third arpents above the ground hereinbefore described, extending four and a third arpents front on the river, with the depth pertaining thereto, together with all the improvements found thereon, and belonging thereto. The plantation or piece of ground first hereinbefore described is bounded above by lands belonging to the heirs of Victor Blanchard, deceased, and below by lands of Henry Babin; and the second above, by lands belonging to the heirs of Victor Blanchard, and below by those of Thomassin Blanchard; which lands are known as belonging to the partnership of Réné Arnous and Constant Viel, the purchaser declaring that he is well acquainted with them, and satisfied with them, and that he

does not require a fuller description thereof. 3d. The 49 slaves hereinafter named and designated, which slaves are recognised by the parties as belonging to the said partnership of R. Arnous and Constant Viel, and are attached to the said sugar plantation, namely: 1st, Honore, griff, aged about 50 yrs.; 2d, Manibo, negro, aged about 35 years; 3d, Marianne, negress, aged 25 yrs., and her three children; 4th, John, mulatto, aged 7 yrs.; 5th, Andre, negrillon, of 6 yrs.; and 6th, George, negrillon, of one year; 7th, Solomon, negro, aged 30 years; 8th, Charity, Solomon's child, negritt, aged 7 years; 9th, Matilda, negritt, aged 5 years; 10th, and Millia, negritt, aged 3 yrs., also Solomon's children; 11th, Sarah, negress, aged about 27 yrs.; 12th, Jacob, negro, aged about 27 yrs.; 13th, Seraphine, negress, aged about 21 yrs.; 14th, Jean Baptist, negrillon, Seraphine's child, aged one year; 15th, John, negro, aged 26 years; 16th, Charlotte, mulattress, aged about 45 yrs.; 17th, Dorcas, daughter of Charlotte, quartroon, aged 19 yrs.; 18th, Claiborne, alias Clement, griff, aged 14 years; 19th, Marceline, griff, girl, aged 12 years, the two last also Charlotte's children; 20th, Isaac, negro, aged 40 yrs.; 21st, Bob, negro, aged 36 yrs.; 22d, Robertson, negro, aged about 50 yrs.; 24th, big Tom, negro, aged about 50 yrs.; 25th, little Jacob, negro, aged 21 yrs.; 26th, Thomas, mulatto, aged 26 years; 27th, Jeannette, negress, aged 45 yrs.; 28th, Modeste, negress, aged 18 yrs.; 29th, Sylvia, negress, aged 50 yrs.; 30th, Narcisse, negro, aged 22 yrs.; 31st, Bill, negro, aged 44 yrs.; 32d, Helen, negress, aged 20 yrs.; 33d, Edward, her son, negrillon, aged two years; 34th, Charlot, also Helen's son, aged one year; 35th, Big Jim, negro, aged 18 years; 36th, Little Jim, negro, aged 16 yrs.; 37th, Little Isaac, negro, aged 13 years; 38th, Charles, negro, aged 15 years; 39th, Henderson, negro, aged 14 years; 40th, Little Marianne, negritt, aged 15 yrs.; 41st, Eliza, negress, aged 33 yrs.; 42d, Alexander, Eliza's child, aged 14 yrs.; 43d, Estelle, negritt; also Eliza's child, aged 13 years; 44th, Solidene, alias Niga, negritt, aged twelve years; 45th, Adonis, negrillon, aged 8 yrs.; 46th, Isabella, negritt, aged 6 yrs.; 47th, Madeline, negritt, aged 4 yrs.; 48th, Albert, negrillon, aged 2 yrs.; and 49th, Valsin, negrillon, aged one year; the five last also children of Eliza, negress.

4th. Seventeen horses, 6 pair of draught oxen, two young oxen, twelve cows, or more, with their calves, about twelve heifers and bulls, fifteen sheep, all the hogs belonging to the said plantation, and generally all the running animals branded with the letters C. V., and belonging to the said plantation.

5th. All the agricultural instruments or utensils depending on and belonging to the said plantation, such as ploughs, carts, mattocks, harrows, as well as all the utensils and furniture of any kind soever belonging to and in use of the sugar-house and cotton-mill, existing at this time on the said plantation.

6th. The movables and movable furniture of the principal house of the plantation, as the whole is detailed in the act of partnership between the parties, dated the thirty-first of December, eighteen hundred and twenty-nine, and all increase thereof since that time; which act of partnership the parties recognise as having existed up to this moment, although the same has not been renewed.

The present sale is made for and in consideration of the price and sum of twenty thousand dollars, which the purchaser promises and binds himself to pay to the vendor, or his assigns, in five equal payments, namely: four thousand dollars in all the month of March, eighteen hundred and thirty-eight; four thousand dollars in March, eighteen hundred and thirty-nine; four thousand dollars in March, eighteen hundred and forty; four thousand dollars in March, eighteen hundred and forty-one; and the fifth and last payment of four thousand dollars in March, eighteen hundred and forty-two; each of which payments shall bear interest at the rate of six per cent. per annum, in case of non-payment at maturity, until final payment; and to insure the payment of the said sum of twenty thousand dollars, the said lands and slaves hereinbefore sold shall remain specially mortgaged. The vendor declares that there exists on his property a tacit mortgage in favor of his daughter, Zoé Viel, a child by his first marriage; the amount of which mortgage is not positively known. It is agreed between the parties that the present purchaser shall retain in his hands the amount of the said mortgage, paying interest as above stipulated, until the said Zoé Viel shall have attained her majority, or until any other person shall be legally authorized to give and receive a good valid acquittance for said amount.

The parties to the present act desiring to dispense with the certificate of the recorder of mortgages of the said parish relative to the property herein sold, as it is prescribed in article 3,328 of the civil code of Louisiana, hereby declare that they release the undersigned notary from and warrant him against all damages which might result in consequence of the failure to produce said certificate.

Thus done and passed in the house of the vendor, Constant Viel, in the said parish, to which I, the said notary, preceeded, at the request of the parties, the tenth day of the month of November, in the year eighteen hundred and thirty-six, in presence of Louis Délanne and Arséne Breaux, competent witnesses, and thereto required, who have signed with the parties and me, the said notary, after reading of the act.

At the time of the signing of the present act, personally appeared and intervened Mrs. Marie Delanne, wife of the said Constant Viel, the said lady being duly authorized by her husband, and I, the said notary, to her explained and caused to be made known, (apart

from and out of the presence of her husband,) that, by the seventeenth law, eleventh title, of the fourth Partida, and by the twenty-third and thirty-third laws, title third, of the fifth Partida, Spanish laws, formerly in force in this country, as well as by the fifty-third and sixty-second articles, title fifth, third book, of the Digest of the civil laws formerly in force in the territory of Orleans, and State of Louisiana, and by articles two thousand three hundred and fifty-five, two thousand three hundred and sixty-seven, and three thousand two hundred and eighty-seven, of the civil code now in force in the State of Louisiana, she had a legal mortgage on all the immovable property and slaves of her husband.

1st. For the restitution of her dowry, as well as for the replacing of her dotal effects which she brought at the time of her marriage, and which were alienated by her husband, and this from the time of the celebration of her marriage with the said Constant Viel.

2d. For the restitution or the replacing of the dotal effects which she acquired during the marriage, either by succession or by donation, from the day when such succession devolved to her, or such donation began to have its effect.

3d. For indemnification of the debts, for the payment whereof she has bound herself jointly with her husband, as well as for the reinvestment of her hereditary property which may have been sold, from the day when such obligation or sale shall have been executed.

4th. For security for the obligations imposed on the husband from the moment when he took possession of her paraphernal property, or for the reimbursement of such of her paraphernal goods as may have been sold, and for which her husband has received the price, or has otherwise disposed of the proceeds of the sale of her paraphernal goods for his individual benefit, and also for security of the reimbursement or payment of the marriage presents, or what are in Spanish called arras; and, finally, that by a law of the State of Louisiana, entitled "An act to limit the time in which married women aged above twenty-one years may retract renunciations made in favor of third persons of their matrimonial, dotal, paraphernal and other rights, and to authorize them to make valid renunciations," approved March 27th, 1835, she is authorized to renounce her said rights over any portion whatsoever of the property of her husband; and that by so renouncing them, she would deprive herself of all rights of mortgage, liens, or privileges established in her favor by the above cited laws on the said property, and of any recourse whatever against the property of her husband over which she shall have made such renunciations in the forms required by law.

Whereupon the said Mrs. Marie Delanne, Madam Viel, declared to me, the said notary, (still being out of the presence of her husband) that it was her intention and determination to renounce all her said rights, in so far as they could in any manner affect the

land and slaves sold and described in the present act of sale; and afterwards in presence of her husband, and in presence of the undersigned witnesses, being thereto authorized by her husband, the said Mrs. Viel declared that, by these presents, she renounced formally and effectually all rights, liens, mortgages, and privileges, which she had, or could have, on or over the property sold by the present act, and that it is her intention to deem the present sale firm and valid.

Thus done and passed in the dwelling-house of the Constant Viel, in the said parish, the tenth day of November, 1836, in presence of Mess. Louis Delanne and Arsene Breaux, hereinbefore named, who have signed the present act with the parties and me, the notary below named, after reading thereof.

(Signed) CONSTANT VIEL,
MARIE VIEL,
R. ARNOUS.

Witness: ARSENE BREAUX,
LOUIS DELANNE.

L. PETIT,
Not. Pub.

I, Robert M. Lusher, interpreter U. S. courts, eastern district of Louisiana, hereby certify that the foregoing is a true and correct translation from the French of the document endorsed as without, and bearing within the following certificates.

Aug. 7th, 1858.

ROB'T M. LUSHER,
Interpreter.

I certify the foregoing to be a true copy of the original act remaining on file and of record in my office.

In witness whereof I have hereunto set my hand and notarial seal this 5th day of May, A. D. 1846.
[SEAL.]

L. PETIT,
Not. Pub.

I, John Dutton, parish judge in and for the parish of Iberville, do hereby certify that the foregoing act of sale was on the day of November, eighteen hundred and thirty-six, duly recorded in my office in record-book designated R, entry No. 51.

In testimony whereof I have hereunto set my hand and public seal, this sixth day of May, A. D. 1846.

JOHN DUTTON, *P. Judge.*

{Judge's Seal.}

Agreement of Counsel.—Filed June 14th, 1854.

FLETCHER'S HEIRS
vs.
JOLY et al.

It is admitted that Etienne Carroby, of the city of New Orleans, had for many years prior to Cavilier's death the power of attorney of the pl'ffs; that after Cavilier's death, which occurred on the 8th or 9th of April, 1835, the pl'ffs sent a power of attorney to Gordon, Forstall & Co., a mercantile house then established at New Orleans, who employed a lawyer to examine the conditions and prospects of their claims to the lands in dispute in this suit; that the plaintiffs were informed of this by Gordon, Forstall & Co.; that Felicita Fletcher, one of the testamentary heirs of said Fletcher, wrote to said attorney in August, 1841, and that said attorney wrote to the pl'ffs, either after or shortly before the date of that letter, giving at length his views of their claims derived from a personal examination of the records of the suits in the parish of Iberville, and informing them that unless they sent out certain powers of attorney, and gave him definitive instructions, he could do nothing in the matter; that no answer having been made by the pl'ffs to said letter, although it was received by the pl'ffs, the said att'y took no other steps in the matter, and did not consider himself employed by the pl'ffs. That said att'y never claimed or received any fee from the pl'ffs, or the reimbursement of his personal expenses, and that when said attorney was informed by F. Perin, esq., that he, said Perin, had been employed by the pl'ffs, he placed at the disposal of said Perin all the papers and memoranda he had collected in relation to the claims of the pl'ffs.

SMILEY & PERIN,
Sol'rs for Compl'ts.

That Louis Janin, Janin & Taylor, was the attorney above, solicitors for def'dt referred to.

Admissions of Counsel.—Filed 30th April, 1857.

Circuit Court of the United States, 5th circuit and eastern district of La.

M. A. FLETCHER et al.
vs.
RÉNÉ ARNOUS. } No. 2,719.

It is admitted: 1st. That the lands in controversy yield fruits and revenues, and that improvements have been put on said lands since the 23d of June, 1806; but whether the defendant is to account for said fruits and revenues, and whether said improvements were or are useful to the plaintiffs, and whether defendant can claim compensation for the same, and the periods of time during

which said claims respectively, or either of them, are to be enforced, are questions to be submitted to the court. And should plaintiffs recover on the questions of title, then the matters of account shall be immediately taken before experts, or a commissioner, to be appointed by the court, or in such manner as the court may direct, and that the cause shall not be considered appealable by the defendants until such account shall be taken, and the report of said experts or commissioner thereon passed upon by the court.

2d. That the said Adelayde and Felicite were born on the 13th March, 1797, and the said Maria Antonia on the 17th of July, 1802, as stated in the copies of certificates of birth, dated March 11th, 1851, and that the said Augustin, Javiera, and Felicite Cuesta are the legitimate heirs of the said Adelayde, deceased; that the said Thomas Corral is the donor by due public act of the said Felicite Fletcher, and entitled to sue for her interest in said property; that the said James Fletcher *did* in Madrid, Spain, on the 3d of June, 1804, and in the year 1807 the said Catherine Hipp, the mother of the said Adelayde, Felicite, and Maria Antonia, (who were the testamentary heirs of the said James Fletcher,) removed with her said children to Vera Cruz, Mexico, and that none of the plaintiffs have resided in Louisiana since the date last above mentioned.

3d. That Pierre A. Cavillier, the attorney for the plaintiffs in their suits for the property in controversy instituted in Iberville, *did* on the 8th or 9th of April, 1835, prior to the non-suits in said cases.

4th. That all documents which are certified under seal by any of the notaries, clerks of court, or judges of the State, shall be considered properly authenticated.

5th. That the various acts of sale, the judicial proceedings, and the transmissions by inheritance, under which the defendant claims title to the land in dispute from Daniel Clark, donor, as to dates, the amount of purchase money, and payments thereof, are correctly set forth in the answer, and in the mesne conveyances referred to in it, and that the purchase money of every sale mentioned in said answer, whether private or judicial, was paid as stated therein, except as to the sale from M'me Hipp to Daniel Clark; and that the persons holding under the various acts of sale set forth in the answer have had the continuous, open, and corporeal possession of the land in dispute under the titles described in the answer from the date of Dan'l Clark's sale of the same.

6th. That the following documents, which will be offered in evidence by the defendant, are admitted to be true copies of genuine originals, the handwriting of the original signers of which are also admitted, viz:

1st. An account between Catherine Hipp, Fletcher's executrix, and Daniel Clark, dated Sept. 3d, 1807, marked No. 3.

2d. Receipt by Ramon Canes to said Catherine Hipp, executrix, &c., passed before P. Pedesclaux, notary public in New Orleans, on the 14th May, 1806, marked C C.

3d. Petition of Catherine Fletcher, late Catherine Hipp, to the superior court of the Territory of Orleans, for the sale of the land in dispute, dated 18th June, 1806, and order thereon of the same date, marked R R.

4th. Account furnished to the said Catherine Hipp by F. R. Canes against James Fletcher, dated Oct. 7th, 1804, and receipt of Ramon Canes in favor of Daniel Clark on the back thereof, dated 14th May, 1806, marked T T.

5th. Daniel Clark's guaranty to J. B. Lobo, dated March 11th, 1806, marked No. 2 and 22.

All of which documents were filed in the suit of Adelayde Fletcher et al. vs. Executors of A. Cavellier, sr., et al., reported in the 4th and 10th vols. La. Reports, and withdrawn since the decision of that case.

7th. That all objections to the competency of any document herein referred to to prove any fact are reserved to the parties.

SMILEY & PERIN, *for Pl'ffs.*
MILES TAYLOR & H. H. TAYLOR,
For Defendants.

Statement of Case by the Court.—Filed 2d July, 1858.

In the Circuit Court of the United States, eastern district of La.

MARIA ANTONIE FLETCHER, THOMAS CORRAL, Castro Fernandes, and his wife, José Desederario, and his wife, Augustin Cuesta,
vs.
RÉNÉ ARNOUS. } No. 2,719.

The Same Plaintiffs
vs.
MARGARET LE BLANC, widow in community and as tutrix for her children. } 2,723.

The Same Plaintiffs
vs.
The Same Defendants. } 2,724.

These suits pending in the circuit court were submitted to the court upon the pleadings and evidence, and were argued by the counsel.

The facts hereafter stated apply to all the cases.

1st. That James Fletcher, a resident in the province of Louisiana, prior to the year 1802, acquired the lands described in the petition of the plaintiffs, and have conveyed them to Ramon Canes

before that date, and that the papers establishing these facts have been produced, and are filed as evidence in this cause, and are declared to be a part of the record.

2d. That in the year 1802 the said Fletcher made his last will, and died in 1804, at Madrid, in Spain, leaving three children, Adelaide Fletcher, Felicite Fletcher, and Maria Antonia Fletcher, the first two of whom were born March, 1797, and the last in July, 1802.

3d. That Chatherine Hipp or Fletcher survived the said James Fletcher, and undertook the execution of his will; that the same was admitted to probate, and is a valid instrument.

4th. That Ramon Canes reconveyed to Catherine Hipp the land mentioned in the conveyance, and what it embraced in the several petitions above mentioned. This reconveyance is part of the evidence in the cause, and is filed as a part of the record.

5th. That Catherine Hipp, under the authority of the superior court of the Territory of Orleans, in the year , sold and conveyed the lands to Dan'l Clark, who entered upon the same, and had the exclusive possession thereof, until he sold and conveyed them as set forth in the deeds produced in the evidence. The record of the superior court, the conveyance of Catherine Hipp to Clark, and the mesne conveyances, with the admissions of the parties, are filed as a part of the evidence in the cause, and form a part of this record.

6th. That from the date of the sales of Clark to those from whom the defendants claim, they have been occupants in good faith.

7th. The petitioners are the legal representatives of the three children of James Fletcher, in the manner set forth in the admissions between the parties and in the petitions.

8th. The defendants respectively claim for Dan'l Clark in good faith, and under deeds valid on their face, and they have paid the valuable considerations mentioned in their deeds.

They have had corporal possession of the property under these conveyances or other titles till the present time.

9th. In 1824 a suit was commenced by the children of Fletcher (who, since the year 1807, reside without the United States) in the district court for the parish of Iberville, against the claimants of the land under Clark. This suit continued in court till 1835, when a non-suit was entered by the court in the absence of the plaintiffs or their counsel. This record is filed. In 1844 a suit in chancery was commenced in this court (circuit court) of the U. S. for the eastern district of La., and was prosecuted until the winter of 1857—the circuit and supreme courts. The bill was finally dismissed under a judgment of the supreme court. Reported 19 Howard's S. C. R., 271.

10th. That the succession of James Fletcher was involved in debt, and that the lands were sold to pay the same, as shown by the

papers in the cause, and there has been no settlement of the succession in the courts of Louisiana.

11th. That the defendants and those from whom they claim have improved the property, and ameliorated its condition in good faith, believing their title to be good, and are entitled to an account for improvements.

12th. The admissions of the parties are filed, and are taken as part of the facts in the cause.

Upon the whole case the court finds that the right to an undivided three-fourths of the land described in the deed referred to in the petition, under which the said James Fletcher held the said property, is in the plaintiffs, and that the defendants are entitled to an account for ameliorations and improvements under the facts in this cause.

But the court not being advised on the subject of this account, orders that the suits be continued, and that no execution should be issued till further order, and that all the questions in respect to the account be reserved until the next term of this court, and judgment will be so entered.

J. A. CAMPBELL,
Asso. Justice Supreme Court U. States.

June, 1858.

Judgment.

Circuit Court of the United States, fifth circuit and eastern district of Louisiana.—April Term, 1858.

NEW ORLEANS, Friday, 2d July, A. D. 1858.

The following judgment was this day rec'd from Hon. J. A. Campbell, presiding judge, with an order that it be entered of record, viz:

MARIA ANTONIO FLETCHER et al.
vs.
RÉNÉ ARNOUS. } 2,719.

This cause was submitted to the court upon the pleadings and evidence, and was argued by counsel. Upon the whole case the court finds that the right to an undivided three-fourths of the land described in the deed referred to in the petition, under which said James Fletcher held the said property, is in the plaintiffs, and that the defendants are entitled to an account for ameliorations and improvements under the facts in this case; but the court not being advised on the subject of this account, orders that the suit be continued, and that no execution shall be issued till further order, and that all the questions in respect to the account be reserved until the next term of this court.

Judgment entered 2d July, 1858.

Petition for Writ of Error and Consent of Counsel.—Filed 5th July, 1858.

Circuit Court of the United States, eastern district of La.

MARIA ANTONIE FLETCHER, THOMAS Corral, Casto Fernandez and his wife, José D. Herrera and his wife, Auguste Cuesta, vs. RÉNÉ ARNOUS. } No. 2,719.

To the Honorable the Circuit Court for the eastern district of Louisiana:

The petition of Réné Arnous, defendant in the above entitled case, respectfully shows, that a final decree was entered in the above case on the 2d July, 1858, against the defendant, your petitioner; that said defendant is advised that there is error in said decree, by which he is greatly aggrieved.

Wherefore, defendant prays that a writ of error may issue in this case, returnable at the next December term, on giving bond and security according to law.

MILES TAYLOR & H. H. TAYLOR,
Att'ys for Def't.

It is hereby agreed between the undersigned counsel that a writ of error may issue in this case, to operate a supersedeas, on furnishing bond and security in the sum of five hundred dollars, and that the order of court for that purpose is hereby waived. It is further agreed, that the writ of error taken in this case shall apply to the two cases of the same plaintiffs vs. Margaret Le Blanc, widow in community and tutrix, &c., No. 2,723, and that against the same defendant, numbered 2,724, both of which cases are embraced in the decree rendered in the above case, No. 2,719; that the two said cases, No. 2,723 and No. 2,724, shall abide by the decree to be rendered in the above suit, No. 2,719. The same agreement is extended to suit No. 2,718 of same pl'ffs vs. Mrs. Celine Babin et als., in which a similar decree is rendered.

F. PERIN,
Of Counsel for Pl'ffs.

MILES TAYLOR & H. H. TAYLOR,
Att'ys for Def'ts.

Bond for Writ of Error.—Filed 5th July, 1858.

Know all men by these presents, that I, Réné Arnous, principal, and as sureties, are held and firmly bound unto Maria Antonia Fletcher, Thomas Corral, Casto Fernandez and his wife, José D. Herrera and his wife, and Auguste Cuesta, in the full and just sum of five hundred dollars, to be paid to the said

Maria Antonia Fletcher, Thomas Corral, Casto Fernandez and his wife, José D. Herrera and his wife, and Auguste Cuesta, their certain attorney, executors, administrators or assigns, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators, jointly and severally by these presents. Sealed with our seals, and dated this day of July, in the year of our Lord one thousand eight hundred and fifty-eight.

Whereas, lately, at a circuit court of the United States, 5th judicial circuit, holding sessions in and for the eastern district of La., in a suit depending in said circuit court, wherein the said Maria Antonia Fletcher, Thomas Corral, Casto Fernandez and his wife, José D. Herrera and wife, and Auguste Cuesta are plaintiffs, and Réné Arnous defendant, No. 2,719 of the docket of said court, judgment was rendered against the said Réné Arnous, defendant, on the 2d July, 1858, and the said Réné Arnous having obtained a writ of error, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said Marie Antonie Fletcher and others above named, citing and admonishing them to be and appear at a Supreme Court of the United States to be holden at Washington, the 1st Monday of December next:

Now, the condition of the above obligation is such, that if the said Réné Arnous shall prosecute this writ to effect, and answer all damages and costs if he fail to make the plea good, then the above obligation to be void; else to remain in full force and virtue.

S. O. VIGNAUD. [L. S.]

Sealed and delivered in presence of—
J. W. GURLEY.

Surety justified.—Attest: New Orleans, 5th July, 1858.
J. W. GURLEY, *Cl'k.*

Circuit Court of the United States, fifth circuit and eastern district of Louisiana.

CLERK'S OFFICE.

I certify that the foregoing ninety-two pages contain and form a full, true, complete, and perfect transcript of the record and proceedings had in the case of Maria A. Fletcher et al. vs. Réné Arnous, No. 2,719 of the docket of this court.

Attest: New Orleans, 17th August, 1858.
[L. S.] J. W. GURLEY, *Cl'k.*

UNITED STATES OF AMERICA, *ss.*

The President of the United States to the honorable the judges of the Circuit Court of the United States in and for the fifth circuit, and holding sessions for the eastern district of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition

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of the judgment of a plea which is in the said circuit court, before you, or one of you, between Maria Antonio Fletcher, Thomas Corral, donee of Felicite Fletcher, Casto Fernandez and his wife, Javiera Cuesta, José Desedario Herrere and his wife, Felicite Cuesta, and Augustin Cuesta, and Réné Arnous, a manifest error hath happened, to the great damage of the said Réné Arnous, as by his complaint appears.

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday of December next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the Honorable Roger B. Taney, Chief Justice of the said Supreme Court of the United States, this 5th of July, in the year of our Lord one thousand eight hundred and fifty-eight.

J. W. GURLEY,
Clerk of the United States Circuit Court for Eastern District of Louisiana.

Filed 5th July, 1858.

J. W. GURLEY, *Clk.*

THE UNITED STATES OF AMERICA.

The President of the United States to Maria Antonio Fletcher, Thomas Corral, donee of Felicite Fletcher, Casto Fernandez and his wife, Javiera Cuesta, José Desedario Herrero and his wife, Felicite Cuesta, and Augustin Cuesta, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and eastern district of Louisiana, wherein Réné Arnous is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.